Exhibit 1

Part B

- e. Local Building Codes
- f. the State Hospital Code

If Federal Aid is obtained for any facilities described herein, then any and all regulations imposed by the participating Federal Agency shall be complied with in the performance of this Agreement.

11. GOVERNMENT PROVISIONS

The ARCHITECT shall comply with any applicable provisions or Acts of Congress, rules, regulations, and requirements of the Government of the United State of America. If there is a grant of money or loan of money by the Government of the United States of America for the Project, then the ARCHITECT shall furnish any information and provide any assistance which the OWNER deemed necessary for the preparation of any certificates, reports, or materials required as a result of obtaining said grant or loan.

12. DEATH OF THE ARCHITECT

If the ARCHITECT is an individual and that ARCHITECT shall die prior to the said completed performance of this Agreement, then the payment to the estate of said ARCHITECT, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of the death of the ARCHITECT. If the ARCHITECT is a partnership and a partner shall die prior to the completed performance of this Agreement, the OWNER, in the OWNER's discretion, may deem the Project or any part thereof, suspended or altered on the date of said death or any date thereafter which the OWNER selects, and the payment to the estate of the deceased ARCHITECT or the partnership, pursuant to this Agreement, shall be made as if the Project or any part thereof had been suspended or altered on the date of said death or such other date thereafter selected by the OWNER. The OWNER shall have the right to the immediate possession of all files of the ARCHITECT relating to the Project, all plans and specifications in regard to the Project, and shall have a right to retain the services of another ARCHITECT to complete the Project. If the ARCHITECT is a professional or other corporation, then this paragraph shall not be applicable.

13. OWNER-ARCHITECT RELATIONSHIP

The relationship created by this Agreement between the OWNER and ARCHITECT is one of independent ARCHITECT and it is in no way to be construed as creating any agency relationship between the OWNER and the ARCHITECT nor is it to be construed as, in any way or under any circumstances, creating or appointing the ARCHITECT as an agent of the OWNER for any purpose whatsoever.

14. PROTECTION OF LIVES AND HEALTH

Each ARCHITECT and SUBCONSULTANT shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America, and with all applicable rules and regulations, adopted or promulgated, by agencies or municipalities of the State of New York or the United States of America. The ARCHITECT's and SUBCONSULTANT's attention is specifically called to the applicable rules and regulations, codes, and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended. The ARCHITECT shall report on compliance to the OWNER or OWNER's Representative at the weekly safety meetings.

15. AFFIRMATIVE ACTION

- A. The ARCHITECT agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Owner, to fully comply with and cooperate in the implementation of an Affirmative Action Plan designed to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for Minority/Women Business Enterprise (M/WBE) participation in the performance of the Work, in such form and substance as herein stated. The ARCHITECT further agrees to incorporate all Affirmative Action provisions of the Contract in all subcontracts, regardless of tier.
- B. The ARCHITECT must submit to the Owner, and the prospective SUBCONSULTANT's must submit to the ARCHITECT, an Affirmative Action Plan which demonstrates its best efforts to provide for equal employment opportunities for Minorities and Women, and a goal oriented Utilization Plan for MBE/WBE participation in the performance of the Work, in such form and substance as may be required by the Owner. A meeting to review these submissions may be scheduled by the Owner.

- C. These Affirmative Action provisions shall be deemed supplementary to, and not in lieu of the nondiscrimination provisions required by N.Y.S. Labor Law or other applicable Federal, State or local laws.
- D. In Accordance with Article 15A of the Executive Law and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development, the ARCHITECT agrees to be bound by the following clauses. In any circumstances of uncertainty or conflict, the Regulations of the Minority and Women's Business Development Division supersede this information.

1. Utilization Plan; Waivers.

- a. The ARCHITECT shall submit to the Owner a Utilization Plan on forms provided by the Owner within the time-frame stated in the Supplement To Information For Bidders. The Utilization Plan shall list all SUBCONSULTANT's and suppliers the ARCHITECT intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the bid documents.
- b. The Owner will review the Utilization Plan and will issue to the ARCHITECT a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the ARCHITECT to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.
- c. The ARCHITECT shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the ARCHITECT and direct the ARCHITECT to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.
- d. The ARCHITECT who has made good faith efforts to obtain commitments from M/WBE SUBCONSULTANT's and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the ARCHITECT may submit a second request for waiver as directed by the Owner.
- e. If the ARCHITECT does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the ARCHITECT has failed to document good faith efforts, the Owner may disqualify the ARCHITECT as being not-responsible.
- f. The ARCHITECT shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

2. Administration Hearing on Disqualification

- a. If the Owner disqualifies a bid for any of the reasons set forth in (1) (e) above, the ARCHITECT shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the ARCHITECT.
- b. The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified

mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

3. Good Faith Efforts

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the ARCHITECT shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

4. Compliance Reports

The ARCHITECT shall submit, and shall require SUBCONSULTANT's to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the ARCHITECT.

5. ARCHITECT's Failure to Meet M/WBE Participation Goals

- (a) If the ARCHITECT, after making good faith efforts, is unable to comply with a Contract's M/WBE participation goals, the ARCHITECT may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the ARCHITECT to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (b) If the Owner, upon review of the ARCHITECT's Utilization Plan and compliance reports, determines that the ARCHITECT is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the ARCHITECT. The ARCHITECT must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

6. ARCHITECT and Owner Complaints; Arbitration

- (a) Subsequent to the award of this Contract, if the ARCHITECT submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the ARCHITECT has received a written determination from the Owner that the ARCHITECT is failing or refusing to comply with goals, the ARCHITECT may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20) days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the ARCHITECT is failing or refusing to comply with goals.
- (b) If the ARCHITECT fails or refuses to comply with goals for participation by M/WBEs as established by this Contract, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the ARCHITECT or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the ARCHITECT, the

complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

- (f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the ARCHITECT. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.
- (h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the Owner or the ARCHITECT to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies which it may have pursuant to law and contract.

7. Subcontracts

The ARCHITECT will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SUBCONSULTANT as to work in connection with this Contract.

- E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:
 - 1. ARCHITECT's Utilization Plan, Minority & Female (EEO-1)
 - 2. ARCHITECT's Utilization Plan (EEO-6)
 - 3. Bid-Contract Activity Summary (EEO-6b)
 - 4. Six-Month Utilization Workforce Projection Schedule (EEO-7)
 - 5. ARCHITECT's Permanent Employee Distribution (EEO-8)
 - 6. Compliance Report (SC11A)
 - 7. Request for Waiver (Waiver)

16. N.Y.S. UNIFORM CONTRACTING OUESTIONNAIRE

- A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.
- B. When directed by the OWNER, prior to the award of any Contract valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York Uniform Contracting Questionnaire Responsibility Information Officer 161 Delaware Avenue Delmar, New York 12054-1398

- C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.
- D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.
- E. The ARCHITECT may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

17. INVALID PROVISIONS

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

18. NONCOMPLIANCE

This Agreement may be void and of no effect unless the ARCHITECT complies with each of the provisions of these ADDITIONAL ITEMS.

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BOUTREMENTS

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER	
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LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMADD/YY)	POLICY EXPIRATION DATE (MIM/DD/YY)	LMATTS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$1,000,000
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A	DOWNER'S & CONT PROT				EACH OCCURRENCE	\$1,000,000
	X Include Independent Contractors				FIRE DAMAGE (Any one fire)	\$ 50,000
	X XCU Coverage				MED EXP (Any one person)	\$ 5,000
	AUTOMOBILE LIABILITY					<u> </u>
	X ANY AUTO				COMBINED SINGLE LIMIT	\$1,000,000
	X ALL OWNED AUTOS					
8	X SCHEDULED AUTOS	ABC-345	04/01/XX	04/01/XY	BODILY INJURY (Per Person)	\$1,000,000
	X HIRED AUTOS					
	X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$1,900,000
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	EXCESS LIABILITY				EACH OCCURRENCE	\$1,000,000
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	AND		1		EACH ACCIDENT	\$ 100,000
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F	Professional Liability	PPL-111	04/01/XX	04/91/XY		SIR: 100,000

	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Waiver of Subrogation for Workers Comp. & General Liability
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" WARRING BARREN BURGER

Your Representative

DESCRIPTION OF OPERATIONIST OCATIONS WELLOW SERVED ITEMS

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PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED PY THE POLICIES BELOW.		
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	☐ XCU Coverage				MED EXP (Any one person)	8
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AUTHORIZED REPRESENTATIVE Your Representative

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REQUIREMENTS
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	☐ Include Independent Contractors				FIRE DAMAGE (Any one fire)	\$
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS FACT DASNY CONTRACT NOPROJECT NAME:	YUY:
Dormitory Authority—State of New York 161 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(ARCHITECT/CON'

INT/ENGINEER/CONSULTANT/ENGINEER GENERAL INSUR REQUIREMENTS

CONSULTANT'S UTILIZATION PLAN

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmati e Action One Penn Plaza, 48th Floor New York, New York 10119-0118

Address			
City	Contact Person		
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CONSULTANT'S UTILIZATION PLAN

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(ARCHITECT/CONSUL* T/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURAN* EQUIREMENTS

CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION

 $\textbf{DORMITORY AUTHORITY} \cdot \textbf{STATE OF NEW YORK}$

Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118

CONSULTANT	IDENTIFICA	TION								
Firm				·	Fed ID No					
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(ARCHITECT/CONSU

T/ENGINEER/CONSULTANT/ENGINEER GENERAL INSURAN

SQUIREMENTS

CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action One Penn Plaza, 48th Floor New York, New York 10119-0118

Address				
Address				
City		State Zip		
Contact Person		Telephone		
JECT INFORMATION				
Project		Contract Amount	\$	
		Contract Number		
Work Description		MBE Goal Status:	□ Over	☐ Under
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(ARCHITECT/CONSULTA' "NGINEER/CONSULTANT/ENGINEER GENERAL INSURANCE" TIREMENTS

CONSULTANT'S COMPLIANCE REPORT

DORMITORY AUTHORITY - STATE OF NEW YORK

Office For Affirmative Action
One Penn Plaza, 48th Floor
New York, New York 10119-0118

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Form AAPSERV4, Revision2, 10-06-93

(ARCHITECT/CONS

New York, New York 10119-0118

NT/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSUR/

REQUIREMENTS

CONSULTANT'S REQUEST FOR WAIVER

DORMITORY AUTHORITY - STATE OF NEW YORK
Office For Affirmative Action
One Penn Plaza, 48th Floor

TYPE OF WAIVER REQUEST: ☐ Total ☐ Partial. If Partial, complete blanks below: MBE Waiver (%) Requested_____ WBE Waiver (%) Requested____ B. **CONSULTANT** Firm Address City State Zip Contact Person _____ Telephone ___ C. **PROJECT** Project __ Contract Amount Address Contract Number Address Project Term Mo. Address _____ Authority Goal: MBE _(%) Authority Goal: WBE _(%) Work Description D. REQUIRED WAIVER INFORMATION DOCUMENTATION If the form does not provide adequate space for a complete response to any item, attach additional pages as required to provide the complete information requested. If any information request item is not applicable to your Company, insert "n/a" on the first blank information request line. Whenever a request is made for a particular document in an applicable information request and the requested document is not attached, the Request For Waiver will be deemed non-responsive, incomplete and will be rejected. 1. Complete the following for certified minority- and women-owned business enterprises that were solicited in writing to provide services or bids on the Project identified above for purposes of complying with the Authority's goal requirements. Attach a copy of each solicitation for each certified firm listed. Attach a copy of each written solicitation response received from any minority-owned business, MBE, or woman-owned business, WBE, Firm Name Date Address Trade City, State Check certified firm type: Contact ☐ MBE ☐ WBE Firm Name Date Address Trade City, State Check certified firm type: Contact □ MBE □ WBE Firm Name Date Address Trade City, State Check certified firm type: Contact □ MBE □ WBE Form: AAPSERVS, Revision 1, 10-06-93

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1. Utilization Plan; Waivers.

- The ARCHITECT shall submit to the Owner a Utilization Plan on forms provided by the Owner within the time-frame stated in the Supplement To information For Bidders. The Utilization Plan shall list all SUBCONSULTANT's and suppliers the ARCHITECT intends to use on the Contract and indicate which ones are M/WBEs. The Utilization Plan shall be prepared to achieve the participation goals indicated in the bid documents.
- The Owner will review the Utilization Plan and will issue to the ARCHITECT a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which the Owner has determined can be reasonably structured by the ARCHITECT to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which the Owner determines to be relevant to the Utilization Plan.
- The ARCHITECT shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Owner a written remedy in response to the notice of deficiency. If the written remedy which is submitted is not timely or is found by the Owner to be inadequate, the Owner shall notify the ARCHITECT and direct the ARCHITECT to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by the Owner. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid.
- The ARCHITECT who has made good faith efforts to obtain commitments from M/WBE SUBCONSULTANT's and suppliers prior to submitting its Utilization Plan may submit a request for waiver at the same time it submits its Utilization Plan. If a request for waiver is submitted with the Utilization Plan and is not accepted by the Owner at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the ARCHITECT may submit a second request for waiver as directed by the Owner.
- If the ARCHITECT does not submit a Utilization Plan, remedy deficiencies in a Utilization Plan, submit a request for waiver, or if the Owner determines that the Utilization Plan does not indicate that the M/WBE participation goals will be met and/or that the ARCHITECT has failed to document good faith efforts, the Owner may disqualify the ARCHITECT as being not-responsible.
- The ARCHITECT shall attempt to utilize, in good faith, any MBE or WBE identified within its Utilization Plan, at least to the extent indicated in the Plan.

Administration Hearing on Disqualification 2.

- If the Owner disqualifies a bid for any of the reasons set forth in (1) (e) above, the ARCHITECT shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the Owner to review the determination of disqualification of the bid and determination of non-responsibility of the ARCHITECT.
- The hearing officer's determination shall be the final determination of the Owner. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article 78 of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty (30) days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of Section 313 of the Executive Law.

Good Faith Efforts 3.

In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this Contract, the ARCHITECT shall submit such documentation as will enable the Owner to make a determination in accordance with the criteria set forth in Section 313 of the Executive Law and the Rules and Regulations promulgated thereunder.

4. Compliance Reports

The ARCHITECT shall submit, and shall require SUBCONSULTANT's to submit, compliance reports on forms and at intervals established by the Owner. Reports not submitted at such times as required by the Owner shall be cause for the Owner to delay implementing scheduled payments to the ARCHITECT.

5. ARCHITECT's Failure to Meet M/WBE Participation Goals

- (a) If the ARCHITECT, after making good faith efforts, is unable to comply with a Contract's M/WBE participation goals, the ARCHITECT may submit a request for a partial or total waiver on forms provided by the Owner documenting good faith efforts by the ARCHITECT to meet such goals. If the documentation required with the request for waiver is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- (b) If the Owner upon review of the ARCHITECT's Utilization Plan and compliance reports, determines that the ARCHITECT is failing or refusing to comply with the Contract's M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the Owner may issue a notice of deficiency to the ARCHITECT. The ARCHITECT must respond to the notice to deficiency within seven (7) days of receipt. Such response may include a request for partial or total waiver of M/WBE participation goals.

6. ARCHITECT and Owner Complaints; Arbitration

- (a) Subsequent to the award of this Contract, if the ARCHITECT submits a request for waiver of M/WBE participation goals and the Owner denies the request or fails to respond in any way within twenty (20) days of receiving it, or if the ARCHITECT has received a written determination from the Owner that the ARCHITECT is failing or refusing to comply with goals, the ARCHITECT may file a complaint with the Director, Division of Minority and Women's Development in the Department of Economic Development ("Director"), according to the provisions of Section 316 of the Executive Law. The complaint must be filed within twenty (20) days of the Owner's receipt of the request for waiver, if the Owner has not responded in that time, or within twenty (20), days of a notification that the request has been denied by the Owner or within twenty (20) days of receipt of notification from the Owner that the ARCHITECT is failing or refusing to comply with goals.
- (b) If the ARCHITECT fails or refuses to comply with goals for participation by M/WBEs as established by this Contract, the Owner may file a complaint with the Director pursuant to Section 316 of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party fitting a complaint, whether the ARCHITECT or the Owner, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty (30) days of receipt of the complaint the Director is unable to resolve the complaint to the satisfaction of the Owner and the ARCHITECT, the complaint shall be referred to the American Arbitration Association for resolution pursuant to Section 316 of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.
- (f) Upon conclusion of the arbitration proceeding, the arbitrator will submit to the Director his or her award regarding the alleged violation of the Contract or refusal of the Owner to grant a waiver request by the ARCHITECT. The award of the arbitrator with respect to the alleged violation of the Contract or the refusal of the Owner to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy including, if appropriate, the imposition of sanctions, fines or penalties.

The Director will either (i) adopt the recommendation of the arbitrator; (ii) determine that no sanctions, fines or penalties should be imposed; or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty.

- (h) The Director, within ten (10) days of receipt of the arbitrator's award and recommendations, will issue a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) The determination of the Owner or the ARCHITECT to proceed with a complaint shall not preclude the Owner, in its discretion, from pursuing any other remedies which it may have pursuant to law and contract.

7. Subcontracts

The ARCHITECT will include the provisions of paragraphs three (3.) and six (6.) above in every subcontract, in such manner that such provisions will be binding upon the SUBCONSULTANT as to work in connection with this Contract.

- E. The following forms are to be used in submitting Affirmative Action Plans and are hereby made a part of the Contract:
 - 1. ARCHITECT's Utilization Plan, Minority &

Female (EEO-1)

- 2. ARCHITECT's Utilization Plan (EEO-6)
- 3. Bid-Contract Activity Summary (EEO-6b)
- 4. Six-Month Utilization Workforce Projection Schedule (EEO-7)
- 5. ARCHITECT's Permanent Employee

Distribution (EEO-8)

- 6. Compliance Report (SC11A)
- 7. Request for Waiver (Waiver)

16. N.Y.S. UNIFORM CONTRACTING OUESTIONNAIRE

- A. In order to assist the OWNER in determining the responsibility and reliability of the vendor selected for the Contract and to effectuate the directives of Executive Order No. 125, the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among Contracting Agencies.
- B. When directed by the OWNER, prior to the award of any Contract valued at \$10,000 or more, the selected vendor shall, within ten (10) days following either oral or written notice that it must comply, submit, in the form provided by the OWNER, a duly executed Uniform Contracting Questionnaire to the OWNER at the following address:

Dormitory Authority -- State of New York
Uniform Contracting Questionnaire Responsibility Information Officer
161 Delaware Avenue
Delmar, New York 12054-1398

- C. The information contained in the Uniform Contracting Questionnaire will serve as an informational resource to aid the OWNER in making an award determination.
- D. Duly executed Uniform Contracting Questionnaires submitted to the OWNER or any other Contracting Agency shall be effective for a period of one year from their execution provided that the facts attested therein have remained unchanged.
- E. The ARCHITECT may submit a copy of a previously executed Uniform Contracting Questionnaire if it is submitted within one year of its Date of Execution and provided that it is accompanied by a duly executed Affidavit of No Change on the form supplied by the OWNER.

17. INVALID PROVISIONS

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation, or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations, or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

18. NONCOMPLIANCE

This Agreement may be void and of no effect unless the ARCHITECT complies with each of the provisions of these ADDITIONAL ITEMS.

(ARCHITECT/CONSUI	NT/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURANCE REQUIREMENTS
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PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION CALLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
INSURED	COMPANY
	A Your Insurance Company
	COMPANY
	B Your Insurance Company
Your Name	COMPANY
	C Your Insurance Company
	COMPANY
	D Your insurance Company
	COMPANY
THE TOOVER WAS THE PERFORMANCE	E Your Insurance Company

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
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	X include Independent Contractors				FIRE DAMAGE (Any one fire)	\$ 50,000
	X XCU Coverage				MED EXP (Any one person)	8 5,000
	AUTOMOBILE LIABILITY					
	X ANY AUTO		j j		COMBINED SINGLE LIMIT	\$1,000,000
	X ALL OWNED AUTOS					
В	X SCHEDULED AUTOS	ABC-345	04/01/XX	04/01/XY	BODILY INJURY (Per Person)	\$1,000,000
	X HIRED AUTOS					<u> </u>
	X NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$1,000,000
	X GARAGE LIABILITY					
					PROPERTY DAMAGE	\$1,006,000
-	EXCESS LIABILITY				EACH OCCURRENCE	\$1,000,000
	X UMBRELLA FORM	LLL-555	04/01/XX	04/01/XY	AGGREGATE .	\$1,000,000
C	OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION				EI STATUTORY LIMITS	
	AND				EACH ACCIDENT	\$ 100,000
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	OTHER		 -			7 100,000
E	NYS Disability Benefits	DBL-910	04/01/XX	04/01/XY	STATUTORY	Limit: \$2,000,000
F	Professional Liability	PPL-111	04/01/XX	04/01/XY	,	SIR: 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS Waiver of Subrogation for Workers Comp. & General Liability	
DASNY CONTRACT NO	

MACHINE CERTIFICATE HOLDER	RECORD CONTRACTOR OF THE PROPERTY OF THE PROPE
Dormitory Authority-State of New York 161 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	AUTHORIZED REPRESENTATIVE Your Representative
ACORD 25-8 (7/90):	Parish parish for the Parish for Technology and the Control of the

Case 1:07-cv-06915-DLC Document 313-4 Filed 09/12/2008 Page 22 of 30

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IT/ENGINEER/CONSULTANT/ENGINEER GENERAL INSURAL 'EQUIREMENTS

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LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MWDD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	18
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$
Į	DE CLAIMS MADE DOCCUR				PERSONAL & ADV INJURY	8
	D OWNER'S & CONT PROT				EACH OCCURRENCE	\$
	🖾 Include Independent Contractors				FIRE DAMAGE (Any one fire)	8
İ	☐ XCU Coverage	1			MED EXP (Any one person)	18
	AUTOMOBILE LIABILITY					
	D ANY AUTO				COMBINED SINGLE LIMIT	
	ALL OWNED AUTOS					
	D SCHEDULED AUTOS		l		BODILY INJURY (Per Person)	
	II HIRED AUTOS					
	I NON-OWNED AUTOS				BODILY INJURY (Per accident)	
	D GARAGE LIABILITY					
			j		PROPERTY DAMAGE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	8
	D UMBRELLA FORM				AGGREGATE	8
	D OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION			·	STATUTORY LIMITS	
	AND				EACH ACCIDENT	8
	EMPLOYERS' LIABILITY				DISEASE - POLICY LIMIT	8
					DISEASE - EACH EMPLOYEE	8
	OTHER					·
A	Asbestos Abatement	AAP-111	04/01/XX	04/01/XY		Limit: \$2,000,000
-	Professional Liability			1		SIR: 100,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES SPECIAL ITEMS FA DASNY CONTRACT NOPROJECT NAME:	GUTY:
Dormitory Authority-State of New York 161 Delaware Avenue Delmar, NY 12054 Attn: Risk Management Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISBURNG COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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I/ENGINEER/CONSULTANT/ENGINEER GENERAL INSURAN' SQUIREMENTS

SQUIREMENTS

FOR HAZARDOUS/CONTAMINATED MATE.	OR UNDERGROUND PETROLUM STORAGE TANK ARCHITECT	NSULTANTS & ENGINEERS ONLY
ACOULD. SWING		

PRODUCER Local Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE APPORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
INSURED	COMPANY A Your insurance Company
	COMPANY
Your Name	COMPANY C
	COMPANY D
	COMPANY E

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MAVDD/YY)	LIMITE	
	GENERAL LIABILITY				GENERAL AGGREGATE	8
	DCOMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	. 8
	DICI CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	6
	OWNER'S & CONT PROT				EACH OCCURRENCE	8
	☐ Include independent Contractors				FIRE DAMAGE (Any one fire)	8
	☐ XCU Coverage				MED EXP (Any one person)	•
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	DI ALL OWNED AUTOS DI SCHEDULED AUTOS			:	BODILY INJURY (Per Person)	8
	I HIRED AUTOS I NON-OWNED AUTOS				BODILY INJURY (Per accident)	ŧ.
	☐ GARAGE LIABILITY				PROPERTY DAMAGE	
	EXCESS LIABILITY		·		EACH OCCURRENCE	5
	D UMBRELLA FORM				AGGREGATE	•
	D OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION				D STATUTORY LIMITS	
	AND				EACH ACCIDENT	\$
	EMPLOYERS' LIABILITY				DISEASE - POLICY LIMIT	8
					DISEASE - EACH EMPLOYEE	8
A ;	OTHER Environmental Engineers & Consultants Professional Lieblity					Limit: \$2,000,000 SIR: 100,000

DASNY CONTRACT NO.	PROJECT NAME	FACILITY:				
					···	
THE WATEROUNED SOME STREET	The state of the s	TO THE CASE AND A SHOULD NOT THE	E. Crain all the manner throat are.	1.1.00	· · · · · · · · · · · · · · · · · · ·	The Report today is a

Dormitory Authority—State of New York 181 Delaware Avenue Delamer, NY 12054 Attn: Risk Menagement Unit	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	AUTHORIZED REPRESENTATIVE Your Representative
(7/00)252-C-C-C-C-C-C-C-C-C-C-C-C-C-C-C-C-C-C-	Santa Cara Cara Cara Cara Cara Cara Cara Ca

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INT/ENGINEER/CONSULTANT/ENGINEER GENERAL INSUR/ REQUIREMENTS

CONSULTANT'S UTILIZAT. N PLAN

DORMITORY AUTHORITY - STATE OF NEW YORK Office For Affirmative Action One Penn Plaza, 48th Floor New York, New York 10119-0118

Address			
City		State Zip	
•	Contact Person	Telephone	
PROJECT	INFORMATION		
Project			
Address		Contract Number	
Address		Project Term	Mo.
Address		Authority Goal: MBE	(%)
		Authority Goal: WBE	(%)
Work Des	cription		
List previou	s Dormitory Authority Work performed	i by your Firm:	
•	-		\$
Project	MBE Utilization: \$	WBE Utilization: \$	4
		—	_ s
Project		WBE Utilization: \$	<u> </u>
	MBE Utilization: \$		- \$
Project		Contract Amount	
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(ARCHITECTICONS: \nT/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURA" " REQUIREMENTS

CONSULTANT'S UTILIZATION PLAN

4. List	seve cal Minority- and Wom	en-Owned Business	ses, MBF	and WBE,	utilized by y	our Firm durin	g the past three ye
Firm	Name			Service/Pro	oduct Provide	d: Award \$	
	AddrAddr			□ мве	□ WBE		
Firm	Name			Service/Pro	oduct Provide	d: Award \$	
	AddrAddr			□ MBE	□ WBE		
Firm	Name			Service/Pro	duct Provide	d: Award \$	
	AddrAddr			☐ MBE	□ WBE	-,	
Firm	Name			Service/Pro	duct Provide	d: Award \$	المستوالية والمستوالية والمستو
	Addr Addr			□ мве	□ WBE		
i. The s	Goal space below is provided for or ority- and/or Women-Owned		r Firm m		arding the ut		□ (%)
	ripal or Officer:					·····	
Туре №	Name of Principal or Officer		Type Ti	itle of Principal	or Officer		
Signati	ure of Principal or Officer		Date				
Do not write be	clow the line above		······································				
Approved:					******		
	Senior Director, Office For Affirma Dormitory Authority - State of Nev			Date			
ORM: AAPS	ERV1, Revision 1, 10-06-93		2				

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F/ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURAN ?QUIREMENTS

CONSULTANT'S PERMANENT EMPLOYEE DISTRIBUTION

DORMITORY AUTHORITY - STALE OF NEW YORK

Office For Affirmative Action One Penn Plaza, 48th Floor New York, New York 10119-0118

ONSULTANT : Firm	IDENTIFICAT	ION			_ Fed I	D No
Address	·				·	
Address						
City						
	Contact Perso	on		1 etc	рлопе _	,
OJECT INFO	RMATION					
				_ Contract Ar	nount	\$
				_ Contract Nu	ımber	
STRIBUTION	OF PERMAN	ENT EMPLOYI	EES			
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OR JOB TITLE		•	NATIVE MERICAN HISPANIC A	•	·	NATIVE . BLACK AMERICAN HISPANIC A
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EXECUTIVE	AND OWNER. FOR	pominim man noon a	o , remem, raidor, o	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,	
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rkormsion	A.E. FOI position to	es or marriadais pos	acasing a License to pr	actice their profes	#1011	
TECHNICAL	AND MANAGEME	NT: For position title	s except Executive an	d Owner, Professi	onal, and C	Clerical and Support
					~~~~	
CLERICAL AN	ID SUPPORT					
Type Name of F	rincipal or Officer			Type Title of Pr	incipal or	Officer
	ncipal or Officer			Date		
	vision 1, 10-06-93		1			

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T/ENGINEER/CONSULTANT/ENGINEER GENERAL INSURAY 'EQUIREMENTS

# CONSULTANT'S BID-CONTRACT ACTIVITY SUMMARY WITH MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

# **DORMITORY AUTHORITY - STATE OF NEW YORK**

Office For Affirmative Action One Penn Plaza, 48th Floor New York, New York 10119-0118

NSULTANT IDENTIFICATION Firm Address	Fed ID No.
Address	
	State Zip
	Telephone
DJECT INFORMATION .	
Project	Contract Amount \$
	Contract Number
Work Description	MBE Goal Status: Over Under
Consultant's Goals: MBE \$	MBE Goal Status: Over Under WBE \$ WBE Goal Status: Over Under
	BUSINESS BID AND CONTRACT ACTIVITY SUMMARY
Firm Name	Value of Proposal/Bid Received or Award \$  Date of Award, Pending or Eliminated Action
Addr Addr	Contract Status:
Work Description	Type of Firm:
	,,
Firm Name	Value of Proposal/Bid Received or Award \$
Addr	Date of Award, Pending or Eliminated Action
Addr	Contract Status:   Awarded Pending Eliminated
work Description:	Type of Firm:
Firm Name	Value of Proposal/Bid Received or Award \$
Addr	Date of Award, Pending or Eliminated Action
Addr	Contract Status:
Work Description:	Type of Firm:
	Value of Proposal/Bid Received or Award \$
Addr	Date of Award, Pending or Eliminated Action
Addr	Contract Status: Awarded Pending Eliminated Type of Firm: MBE WBE
WOLK DOSCOPHICAL	Type of Finit: LI MBE LI WBE
Firm Name	Value of Proposal/Bid Received or Award \$
Addr	Date of Award, Pending or Eliminated Action
Addr	Contract Status: Awarded Pending Eliminated
Work Description	Type of Firm:
Type Name of Principal or Officer	Type Title of Principal or Officer
Signature of Principal or Officer	
Signature of Frincipal of Contest	Date

Form: AAPSERV3, Revision 2, 10-06-93

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# CONSULTANT'S COMPLIANCE REPORT

**DORMITORY AUTHORITY - STATE OF NEW YORK**Office For Affirmative Action

One Penn Plaza, 48th Floor New York, New York 10119-0118

NSULTANT II Firm - Address	DENTIFICATION					Fed ID No.		
Address								
City					State	State Zip		
,	Contact Person					phone		
DJECT INFO	RMATION							
Project					Contr	act Amount \$		
•					Contr	act Number		
Work Descri					Estin			
	Percent: 25%	□ 50%	□ 75%	• 100%		oletion Date _		
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Firm Name		·····		_ O MBE O W	BE Contract Value	\$		
Addr				_ Fed ID No:		Payments To Date	\$	
Addr						Start Date (Est)	***************************************	
Work L	Description:					_ End Date (Est)		
Firm Name				□ MRE □ W	BE Contract Value	\$		
Addr						Payments To Date	<u> </u>	
Addr						Start Date (Est)		
Work I	Description:					End Date (Est)		
Firm Name				□ MBE □ W	BE Contract Value	S		
Addr				_ Fed ID No:		Payments To Date	<u>s</u>	
Addr			·	Telephone:		Start Date (Est)		
Work D	escription:			<del></del>		End Date (Est)		
Firm Name				□ MBE □ W	BE Contract Value	<b>S</b>		
Addr				Fed ID No:		Payments To Date	<u> </u>	
Addr				_ Telephone:		Start Date (Est)		
Work D	escription:			*- P-1-11		End Date (Est)		
Firm Name				□ MBE □ WI	BE Contract Value	\$		
Addr				Fed ID No:		Payments To Date	<u> </u>	
Addr				Telephone:		Start Date (Est)		
Work D	escription:	<del></del>				End Date (Est)		
				_				
Type Name of Pr	incipal or Officer				Type Title of Pri	ncipal or Officer		
Signature of Prince	cipal or Officer			-	Date	Total Advision data age		

□ MBE □ WBE

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**DORMITORY AUTHORITY - STATE OF NEW YORK** 

TENGINEERI/CONSULTANT/ENGINEER GENERAL INSURANT TOUREMENTS

# CONSULTANT'S REQUEST FOR WAIVER

Office For Affirmative Action One Penn Plaza, 48th Floor New York, New York 10119-0118 TYPE OF WAIVER REQUEST: ☐ Total ☐ Partial. If Partial, complete blanks below: MBE Waiver (%) Requested__ WBE Waiver (%) Requested_____ B. CONSULTANT Firm Address City Contact Person Telephone **PROJECT** Project Contract Amount Address Contract Number Address Project Term Mo. Address Authority Goal: MBE (%) Authority Goal: WBE__ Work Description D. REQUIRED WAIVER INFORMATION DOCUMENTATION If the form does not provide adequate space for a complete response to any item, attach additional pages as required to provide the complete information requested. If any information request item is not applicable to your Company, insert "n/a" on the first blank information request line. Whenever a request is made for a particular document in an applicable information request and the requested document is not attached, the Request For Waiver will be deemed non-responsive, incomplete and will be rejected. Complete the following for certified minority- and women-owned business enterprises that were solicited in writing to provide services or bids on the Project identified above for purposes of complying with the Authority's goal requirements. Attach a copy of each solicitation for each certified firm listed. Attach a copy of each written solicitation response received from any minority-owned business, MBE, or woman-owned business, WBE. Firm Name Date Address Trade _ City, State Check certified firm type: Contact ☐ MBE ☐ WBE Firm Name Date Address Trade __ City, State Check certified firm type: Contact ☐ MBE ☐ WBE Firm Name Date Address Trade City, State Check certified firm type:

Contact

Form: AAPSERV5, Revision 1, 10:06-93

(ARCHITECT/CONSUL. //ENGINEER)/CONSULTANT/ENGINEER GENERAL INSURAN QUIREMENTS

	Firm Name Address City, State Contact	Trade
	Firm Name Address City, State Contact	Trade Check certified firm type:
2.	Provide a description of any solicitation documents, contract documents, plans, specifications and/or other documentation made available to certified minority- and women-owned businesses for the purposes of soliciting their services or bids, and the dates and manner in which these documents were made available.	
3.	Attach documentation of any negotiations with any minundertaken for purposes of complying with the Authority's	ority- and women-owned business enterprises goal requirements.
	☐ Attachment(s) provided ☐ Not Applicable	
4.	Provide a statement of justification to support the request for a waiver of the goal requirements stablished by the Authority.	

Form: AAPSERV5, Revision 1, 10-06-93